

FILE

DEEDEE CORRADINI
MAYOR

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
Water Supply & Waterworks
Water Reclamation & Stormwater

Memorandum

TO: Brian Hatch, Deputy to the Mayor
FROM: LeRoy W. Hooton, Jr. *LW*
DATE: August 30, 1993
SUBJECT: Little Cottonwood Water Company

**HEARING SUBMITTAL TO
DIVISION OF WATER RIGHTS**

Right No.: a28548 & a28545

Date: 7/13/2011

Submitter: Applicant

Kevin Talton

42 Q Pages

Introduction

In order to protect the Albion Basin in Little Cottonwood Canyon, it was decided that Salt Lake City would acquire the water contracts between lot owners in the Albion Basin and the Little Cottonwood Water Company and/or gain control of the company and dissolve it.

Background

The Little Cottonwood Water company was formed in 1911 and stock issued to various ditch companies and individuals using water from Little Cottonwood Creek including four companies which have exchange agreements with Salt Lake City. Their primary water right of 3.03 cfs was acquired by saving water in Little Cottonwood Creek by constructing the cutoff ditch just below what is now the Metropolitan Water District of Salt Lake City's Little Cottonwood Water Treatment Plant. They also have water rights in Red Pine and White Pine Lakes and Cecret Lake located in Little Cottonwood Canyon. Salt Lake City has exchange agreements with many of the stockholders in the Company and manages/owns the water in the lakes as well as their rights in the creek through exchange agreements. By virtue of the exchange contracts the City has liability for the actions of the Little Cottonwood Water Company but no control over their actions.

The Company entered into various water sales contracts between 1945 and 1981, and of particular concern were the contracts for lots in the Albion Basin. The contracts are for less than the 400 gpd required to develop a lot. When this area was annexed into Alta City, there was pressure for Alta to provide them culinary water as the Little Cottonwood Company contracts were inadequate. Salt

1Q/42 JS

100

Lake City promised Mayor Levitt that it would gain control of the Albion Basin contracts in order to protect the area from development by using Salt Lake City's watershed management muscle to deny them water. Also, the City would not fold under pressure to increase the volume under the contracts, whereas the Little Cottonwood Water Company would.

During the latter part of 1992, the Company became uncooperative and aggressive in its attitude toward the City, led primarily by Tony Rezack, President of the Cahoon Maxfield Irrigation Company, who along with the three other irrigation companies holding rights in Little Cottonwood Creek, initiated a law suit against Salt Lake City entitled Cahoon Maxfield Irrigation Co. et al vs Salt Lake City. Judge Rigtrup dismissed the law suit.

In accordance with the exchange contracts with the Richards Ditch, Walker Ditch and Little Cottonwood Tanner Ditch Companies their stock in the Little Cottonwood Water Company was transferred to Salt Lake City in the 1930s. This spring I requested the Company secretary to transfer the stock certificates into the name of Salt Lake City, thus eliminating eligibility of the exchange companies' members to sit on the Board of Directors. With this action, Salt Lake City and Sandy City control the company.

Action

Salt Lake City and Sandy City are moving forward to dissolve the company. The strategy is to meet with the individual irrigation companies to inform them of our intent, hold a board meeting, elect new officers consisting of Sand City and Salt Lake City members, and set forth a plan to dissolve the corporation. We hope to do this in such a way that the City's and Companies' relationship is not damaged too severely, but meet our goal of eliminating the Company.

cc: Roger Black

20/42 JS

11-28-88

Lee Sun Valley Ski Corp - snow basin
4,000 Acres exchange
1/2 million \$ short
Ray White - represents - Sinclair
possible Albion basin to make up
shortfall

Dick Is there a threat of development?

Lee Threat is they have 50 CPD with
Little Cottonwood Co.

They build under temporary permit
then they rent - law suit in progress

Lee Ray 4 to 5 Mil \$ includes cabins now built

Lee ① Sinclair identified snow basin
properties

② Sinclair is getting evaluations
of property value

③ Forest service will determine if
properties will be for sale

④ TPL would need to see if
Sinclair would like to enter
into 3rd party

⑤ TPL also could try to get
appropriations

3Q/42 JS

11-28-88

S.C. Canyon mty

File
Little Cottonwood
Canyon
Albion Blvd
Phone 7NameOrganizationPhone

Jim Roper

S.C. Public Ut.

483-6771

Ray L. MONTGOMERY

ASST SLC Atty

535-778

Dale R. Gerry

USFS - Lands

524-5104

Dick Kline

Forest Service

524-504

Emilie Charles

Mayor's office

535-770

Lee Kaski

Alta Town Counsel

532-1234

John Guldner

Town of Alta

363-5105

Wendell Evensen

SLC Public Ut. lities

483-6772

Russ Hone

S.C. Watershed Mgmt.

483-670

Patt Kohl

Trust for Public Land (SOS)

988-592

Leroy W. Hooton, Jr.

SLC

483-676

MAYOR
WILLIAM H. LEVITT
TOWN COUNCIL
TIMOTHY R. EVENDEN
DAVID HOUGHTON
PETER O. LAWSON
TOM POLLARD



Do not REMOVE
TOWN OF ALTA

ALTA, UTAH
84092

363-5105/742-3522

March 27, 1989

Palmer DePaulis, Mayor
Salt Lake City Corporation
324 South State Street
Salt Lake City, Utah 84111

Re: Existing Policies on Building in Watershed Areas

Dear Palmer:

The Town of Alta currently has very strict regulations on building and development within the watershed. We realize that while the Town has the first line of jurisdiction regulating development within the watershed, our Albion Basin area is also within Salt Lake City's watershed, so we must work together to ensure adequate protection of the area.

Development is currently limited to one single family dwelling per acre. No building permits are granted without prior approval from the Salt Lake City Water and Water Quality Departments, and the Salt Lake City/County Health Department. These agency approvals are officially part of the Town's "outside agency checklist", as attached. If these approvals are satisfied, the Town will proceed in issuing building permits as long as all of the local regulations are met. The Albion Basin is in the FR zone. Three areas subdivided under Salt Lake County prior to annexation to the Town are zoned FR-1, requiring a minimum of one acre for a single family dwelling. The remainder of the area is zoned FR-50, which requires a minimum of fifty acres for a single family dwelling. Practically speaking, the only permitted uses allowed in the FR zones are single family dwellings. The FR zone and a portion of the zoning map covering the Albion Basin are attached for your reference. If an applicant for a building permit can satisfy all of the outside agency requirements, and the provisions of the zoning ordinance a building permit will be issued. All building must conform to the regulations outlined in the 1988 edition of the Uniform Building Code. The cover page of that code has been attached for your reference.

We have all been maintaining these regulations, but they are currently threatened by lawsuits. As long as the current regulations are subject to being overturned by court cases, or are subject to change by the whim or shifting policies of other agencies, our ability to maintain control over the Albion Basin is seriously affected.


H000468

SD/42 JS

After long deliberation, it has been the unanimous decision of the Alta Town Council and Planning Commission that acquisition, at an established fair market value, of land from people who currently cannot build due to existing policies, would be the fairest and best solution for all involved. Any landowner choosing not to participate in the acquisition would then have no viable complaints on any development restrictions affecting the property in the future.

I am grateful for all of your efforts in the past in helping us to preserve and protect the delicate watershed areas such as the Albion Basin. I am looking forward to working with you in the future in finding a permanent solution for the protection of these areas. Thank you for your continuing support.

Cordially:


William H. Levitt
Mayor, Town of Alta
enc

6Q142 JS
H000469

Condemnation has not been part of our commitment to Mayor Levitt. We have agreed to support the acquisition of the private lands and hold the line on the water contracts we gained from the Little Cottonwood Water Company as means of preventing development of the lots in the three subdivisions. We've even indicated that we would participate in the purchase of the lots (before the Mitigation and Conservation funds were contained in the 1992 CUPCA); but only to the appraised value of the lots without water, which greatly reduced their value. I'm not sure how the USBOR appraised the lots to obtain the \$20,000 value, but it was necessary in order to encourage the owners to sell. I'm sure that in the dozens of meetings over the last eight years that condemnation may have come up, but we have not agreed to it, nor should we consider it. I believe that it would be very difficult to prove the public interest standard in a condemnation suit, or at least it would be very messy and expensive.

LeRoy

Reply Separator

Subject: Albion Basin Funding from Mitigation & Conservation
Author: Renee Tanner at CCMail
Date: 5/3/96 10:34 AM

The final plan, which was announced today, allocates only \$200,000 for the purchase of land in Albion. However, when Alta raised concern over the limited funding during today's hearing, the commission assured everyone that it will provide however much money is needed for the land.

The Commission does not expect any of the property owners to agree to sell until the current lawsuit is settled. In the meantime, they want to see an acquisition plan developed. They will then make sure that "money is no object" to acquisition by amending the plan (the plan can be amended each year) to include any needed funds. They repeatedly stated that they do not want to be "in the way" of protecting the basin.

Alta tells me that the Commission is interested in having SLC back the negotiations with the threat of condemnation. They are evidently looking to us because the Forest Service refuses to threaten it. Have you ever heard of that? It was certainly news to me!

Anyway, I'll send you over the sections of the plan relating to Albion Basin. If you would like to get a copy of the complete plan, URMCC's number is 524-3146. Thanks.

7042 JS

Wendell Evensen

*Albion Basin
FILE*

LEROY W. HOOTON, JR.
DIRECTOR
WENDELL E. EVENSEN, P.E.
SUPERINTENDENT
WATER SUPPLY & WATERWORKS
E. TIM DOXEY
SUPERINTENDENT
WATER RECLAMATION
JAMES M. LEWIS, C.P.A.
CHIEF FINANCE &
ACCOUNTING OFFICER
GEORGE JORGENSEN, P.E.
CHIEF ENGINEER

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY & WATERWORKS
WATER RECLAMATION
1530 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH 84115

PALMER DEPAULIS
MAYOR

BRIEFING MEMORANDUM

TO: The Honorable Palmer A. DePaulis
Mayor of Salt Lake City

FROM: LeRoy W. Hooton, Jr. *LWH*
Director

DATE: August 26, 1988

RE: SALT LAKE CITY ACQUIRING THE LITTLE COTTONWOOD WATER
COMPANY AND PURCHASING WATERSHED PROPERTY IN THE ALBION
BASIN, LITTLE COTTONWOOD CANYON, UTAH

The Albion Basin, located at the head waters of Little Cottonwood Canyon above the Town of Alta, is prime watershed for Salt Lake City. There is great concern that this area may be further developed or that uses may increase from existing cabins commercially renting to the public. Currently, there are three approved subdivisions, Cecret Lake, Albion Alps and Albion Basin. I'm told there are 63 lots within the three subdivisions, of which exists approximately 51 acres of vacant land and 40 undeveloped lots. The pressure to increase the uses of the existing buildings and construct new buildings, present serious problems to the canyon and water quality. On March 17, 1988, Mayor Levitt addressed the Public Utilities Advisory Committee

8Q does not exist 9Q/42 JS

and requested that the City purchase the private lands in order to preserve the City's watershed. He indicated that additional development would be detrimental to water quality. The committee took no formal action at that time.

The Public Utilities Department has reviewed this matter and is ready to recommend that the Albion Basin have among the highest priority in regards to land purchases under the City's new watershed land acquisition fund; and that the City enter into an agreement with the Little Cottonwood Water Company to dissolve their company and convey their water sales agreements and assets to Salt Lake City.

The Little Cottonwood Water Company was incorporated on April 24, 1911, to protect the water rights of the various water users of Little Cottonwood Creek and to enter into a law suit over water rights as a result of the Wasatch Tunnel. Later they dug the "cutoff ditch"(along side the present Willow Creek Golf Course) and received a water savings certificate on July 15, 1919, for 5.0 cfs. As of 1933, the company allocated 3.03 cfs of water to ten ditches. Also, they constructed the Red Pine Dam in Little Cottonwood Canyon and were issued a certificate water right on April 7, 1930 for 213 acre-feet. Originally the company was formed by the 28 ditch companies having water rights in Little Cottonwood Creek; the present ownership of stock in the company includes only 10 companies. Salt Lake City became involved because of its exchange agreements with the Richards Ditch, Cahoon & Maxfield, Little Cottonwood Tanner and Little Cottonwood Walker Ditches. In order for Salt Lake City to participate on

10Q/4205

the Board of Directors, Charles W. Wilson has been issued one share of stock and sits on a nine member board of directors who manages the company. Based on stock ownership, Salt Lake City has no control of the company, however, decisions in the past have not been made on a stock ownership basis.

Many years ago, the Little Cottonwood Water Company entered into water sales contracts with various ski lodges (before the Town of Alta was founded) and with the Whitmore Oxygen Company. When the Town of Alta incorporated, Salt Lake City entered into a surplus water sales contract with the Town.

About 30-years ago, the Little Cottonwood Water Company entered into agreements with Albion Basin and Albion Alps Subdivisions and within the last 10-years with the Cecret Lake Subdivision. The Albion Basin and Cecret Lake Contracts are for only 50 gpd per cabin which is not enough to meet the Health Department's requirement of 400 gpd/cabin; therefore, no new building permits have been allowed for the remaining undeveloped lots. The Albion Alps Subdivision contract does not specify an amount, but the source of supply limits the amount of water available to the subdivision. According to company officials, they have held the line in increasing the contract amount, but they feel that the City is in a better position to administer the contracts and protect the watershed.

Also, the Company doesn't want to be in the culinary water business, as they could loose their mutual irrigation company status and have to pay taxes. It is recommended that they dissolve their company and through an agreement, give control of

11Q/42/5

their assets including water contracts with the three subdivisions and Whitmore Oxygen to Salt Lake City. In this manner, the City would be in a better position to control development under its existing Watershed Master Plan and extra-territorial jurisdiction to protect its watershed. In controlling the water contracts, the City would be in a better position to purchase the undeveloped lots.

The acquisition of the Little Cottonwood Water Company and the purchase of undeveloped lots in the Albion Basin are consistent with the City's Watershed Master Plan and its effort to protect its water supply and watershed. Understanding that this could be messy and time consuming, this, however should not discourage us from doing what is necessary to protect the Albion Basin from undesirable development and potential water pollution.

The following is a sequence of events:

- * 8/22/88 Met with Congressman Wayne Owen's staff and Mayor Levitt to discuss problems in Albion Basin and to see if Federal funds could be made available to purchase existing subdivision lots.
- * 8/25/88 Meeting between Richard Moffat, President of the Little Cottonwood Water Company, Charles Wilson, Secretary, Ray Montgomery, Assistant City Attorney, and LeRoy W. Hooton, Jr., Director of Public Utilities.
- * 8/30/88 Meet with Mayor DePaulis and Mayor Levitt.
- * 8/31/88 Little Cottonwood Water Company Board Meeting to take official action to dissolve the company and enter into agreement with Salt Lake City.
- * 9/1/88 Mayor Levitt request that C.O.G. recommend that the private lands in Albion Basin be purchased for watershed protection.

120/42 JS

* 9/15/88

Staff recommend to the Public Utilities Advisory Committee that Albion Basin have top priority for watershed acquisition funds. Also, state to the Metropolitan Water District of Salt Lake City that as a condition for Alta to annex into Metropolitan District, that they not serve water to the Albion Basin (same requirement they have under existing City water sales agreement).

* dates to
be set

Undertake program to purchase watershed land in Albion Basin.

Execute agreement with Little Cottonwood Water Company.

Annex Alta into Metropolitan Water District.

LWH/co

13Q 142 JS

COPY

From: Joan Degiorgio
To: mweland
Date: 4/7/98 3:43PM
Subject: Alta Town Planning Commission

I have been asked to serve on the Alta Town Planning Commission. The position is voluntary. There is a small payment of \$75 for the quarterly meetings to cover expenses. The Commission does have one project within the boundaries of the Town of Alta. We are funding the Forest Service to acquire lands in Albion Basin. I am the contact person for that contract and project. The project is included in the Mitigation and Conservation Plan. While the Commission is not providing funds to the Town of Alta, the town does participate with the Commission staff on a coordinating committee that is interested in Albion Basin..

I do not perceive any conflict of interest and would like to accept the position, but will defer to your judgement.

F.Y.I. I believe that Rich Harris, the forest engineer for the Wasatch-Cache National Forest, has served for years on the planning commission for North Ogden.

14Q/42JS

Salt Lake County Council of Governments

Executive Secretary

Edwin E. Blaney
420 West 1500 South
Suite 100
Bountiful, Utah 84010
Telephone (801) 292-4469

September 7, 1988

The Honorable Wayne Owens
House of Representatives
1728 Longworth House Office Bldg.
Washington D. C. 20515

Dear Congressman Owens:

During its September 1, 1988 meeting the Salt Lake County Council of Governments received a report on efforts currently underway to identify critical watershed areas in the Albion Basin portion of Little Cottonwood Canyon that should eventually become part of the public domain. At the conclusion of the discussion, COG members unanimously adopted a motion to support efforts to acquire these critical areas.

The public acquisition of key areas within the Albion Basin was recommended in the Wasatch Canyons Goals and Recommendations Report prepared by the Council of Governments in 1983 and is consistent with the Watershed Management Plan recently adopted by Salt Lake City. The preservation of the Wasatch Canyons' watershed area is of great importance to the future of the Salt Lake Valley and public acquisition of certain areas represents the most realistic and equitable means of achieving that end. Many private land owners are so restricted by watershed ordinances in what they can do with their property as to almost constitute a "taking" of property values. Public acquisition at a reasonable price is, therefore, the best option for insuring fairness. We wish to request your assistance in efforts to acquire additional critical watershed areas.

We feel that the procedures used in the acquisition of the lower portion of Little Cottonwood Canyon constitutes the best model for acquiring Albion Basin properties. The series of land trades and purchases with public funds was recognized as fair and equitable and will ensure the retention of both public and private values. It is our understanding that a report is near completion cataloging critical areas of the Albion Basin that should be acquired. It would be most helpful if you would encourage the appropriate federal officials to carefully review

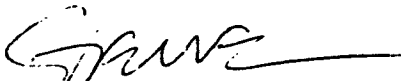
CC
Jerry Hooten
Lanham
Turner

The Honorable Wayne Owens
September 7, 1988
Page Two

the report and provide the necessary assistance to begin an effective acquisition effort.

We appreciate your continued interest in the Wasatch Canyons and in preserving the watershed.

Sincerely,

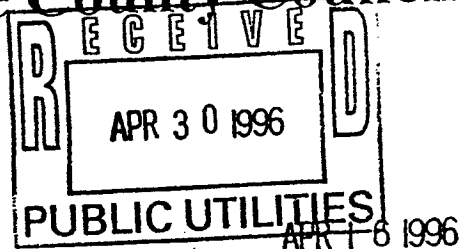

Mayor Steve Newton
President

SN/EB/sg

cc: Mayor Bill Levitt
Richard, Kline, Salt Lake Ranger District

160/42 JS

Salt Lake County Council of Governments



Executive Secretary

Edwin E. Blaney
420 West 1500 South
Suite 200
Bountiful, Utah 84010
Telephone (801) 299-5704
Fax (801) 299-5724

April 12, 1996

Mr. Donald A. Christiansen, Chair
Utah Reclamation Mitigation and Conservation Commission
111 East Broadway, Suite 310
Salt Lake City, Utah 84111

Dear Don:

As I am sure you are aware, the Salt Lake County Council of Governments has a great deal of interest in all aspects of the Central Utah Project. Our institutional interest goes back to the inception of the project during the 1950's and has continued through the present, as the CUP has evolved beyond merely a water development and conveyance scheme to a means of preserving and reclaiming the ecological systems from which the water is derived. The more systemic approach to water development, required by Congress and accepted by the Central Utah Water Conservancy District and its client agencies, is providing Utah with strong incentives for protecting stream flows, water quality and wetlands. We feel this approach should prove very beneficial as the urban population of the state continues to grow and the demands for water, open space, and a quality environment increase. We have been especially pleased with plans for improving the habitat associated with the Jordan River environs and local watersheds.

Given our interest in the CUP and the work of your Commission, we were quite disappointed when it was brought to our attention at the April 4, 1996, meeting of the Council of Governments that funding for preservation work in the Albion Basin area of Little Cottonwood Canyon has been severely cut from past projections and zeroed out after a single year. We feel that preserving the Albion Basin watershed at this time is extremely important. Our reasons for taking this position are based on two important factors. First, this particular watershed produces much of the municipal water supply for the Salt Lake Valley and makes it possible for Salt Lake City to share its Deer Creek water resources with other Valley communities. Secondly, the main reason development in the Albion Basin has been held in check the past several years is because of Salt Lake City's decision not to provide water to any additional residential properties in the Canyon. This policy is consistent with the City's watershed management plan and its decisions not to divert water needed to meet the needs of its residents. These policies could, however, change in the future and take away a large portion of the rationale currently used to protect the Basin. The time to purchase private holdings is now while it is possible to do so with the full cooperation of the affected local governments.

17Q/4285

Christiansen
1996

acc 0.8.89A
It would be most appreciated if you would inform the Commission of our concerns and relay a formal request that the proposed budget priorities be reconsidered. We feel it is imperative that the multi-year funding originally contemplated for the Albion Basin project be restored. Thank you for considering these requests. If there are questions or a need for further clarification, please contact me at 568-7109, or Ed Blaney at 299-5704.

Sincerely,



Mayor Tom Dolan
President

cc: Wayne Owens
Mayor Deedee Corradini
Mayor Bill Levitt
Brad T. Barber

18042 JS



**SALT LAKE COUNTY
SERVICE AREA-NO. 3**

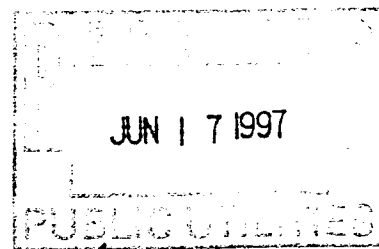
*Copy
File Snowbird
421*

P.O. Box 920067 • Snowbird, Utah 84092-0067
(801) 278-9660 • (801) 521-6040, ext. 1340 • FAX (801) 742-2271

June 13, 1997

Leroy W. Hooten, Jr., Director
Salt Lake City Corporation
Department of Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

*Jeff - this is
a loose end
that didn't get
finished before Tim returned.
Leroy.*



RE: Clarification of Proposed Contract Amendments for Gad Restroom

Dear Leroy:

After talking to Chris Bramhall the other day, it became evident that my May 27th letter still needs some clarification. I believe that in our discussions, we have been confusing the gad valley restroom facility with the mid-gad restaurant up on the mountain. The confusion is probably due to my inadequate presentation of the facilities we serve outside of our tax boundary in our first meetings. I hope this letter will clarify the situation.

Gad Restroom is a restroom only facility located in the far western end of the gad valley parking lot in entry number 1 of Snowbird. From our initial discussions, it would be more similar in nature to the maintenance garage at Snowbird in how it has been historically serviced by us.

We concur with your service numbers regarding the mid-gad restaurant, but we are unclear regarding this restroom. You may remember this as the facility that is close to where the Taco Bell fast food concessionaire was located several years' back. I believe the Gad Restroom serviced water and sewer to the Taco Bell at that time.

This also is the facility that I provided the flow numbers for in the last letter (May 27, 1997) I wrote to you, and that letter will explain the situation we are in, especially in regard to expansion and renovation. We would appreciate an allocation for this that would enable some improvements to be made to this aging facility. Please advise if I should meet with you or your staff to clarify further this facility and how it should be handled in our contract amendments.

As I stated before, thanks for all you do for us and I look forward to reviewing the contract draft at your earliest convenience. Please call me if you have any questions or if I can provide any further information.

Sincerely,

Doug Evans
General Manager - Salt Lake County Service Area #3

cc:
Tim Doxey
Chris Bramhall
Jeff Niermeyer
Lee Kapaloski

*Leroy
This represents
an expansion of
service. Need to
limit to current
use.*

C O V E R

FAX

S H E E T

To: Florence Renolds, Mimi Levitt, Doug Muir
Fax #: Respectively: 483-6818, 742-3504, 524-5104
Subject: Letter to Landowners
Date: January 30, 1998
Pages: 5, including this cover sheet.

COMMENTS:

Here is the latest version of the "landowner" letter for your final review. Note that I have deleted some language from the paragraph discussing the Forest Service and Mitigation Commission. In the last version you reviewed the final sentence read "This would prevent, for example, the Forest Service expanding the existing campground onto acquired parcels." I didn't feel that we could really say that in good faith. This is because of a final change to the MOU between the Forest Service and the Commission. While we can say that for this current planning period the lands will not be used for a campground, the Forest Service could not agree to that in perpetuity - or commit a future Forest Plan. The language of the final MOU reads as follows, note #3:

- For lands acquired by the FOREST SERVICE in *Albion Basin* with COMMISSION funds, the lands will be managed exclusively for watershed purposes. This specifically excludes any action which would negatively impact the quality or quantity of the watershed; including but not limited to development or expansion of any developed recreation facilities or any residential, commercial or industrial use.
- Where management authority is transferred to the FOREST SERVICE for lands in *Diamond Fork Canyon*, these lands will be managed for wildlife and dispersed recreation. This specifically excludes livestock grazing.

From the desk of...

Joan Degiorgio
Planning Manager
Utah Reclamation Mitigation and Conservation
Commission
102 West 500 South, Suite #315
Salt Lake City, Utah 84101

(801) 524-3148
Fax: (801) 524-3148

200/42/5

This MOU may be amended to identify specific reclamation mitigation purposes as additional parcels are acquired or management authority transferred.

2. This MOU does not provide the necessary documentation to actually transfer management authority or provide funding. That subsequent documentation will prescribe more specific management guidance.

3. In cases of inconsistency between reclamation mitigation and conservation purposes and current Forest Plan direction, the relevant Land and Resource Management Plan will be amended. Future forest plan amendments will include the intent of this MOU as part of the planning process.

Basically, through this MOU we have a very strong handshake - but it is only a handshake. Let me know if you have any changes by February 13th.

Thanks!

212/42 JB



UTAH RECLAMATION
MITIGATION
AND CONSERVATION
COMMISSION



February ,1998

Albion
Basin

File

Dear Landowner,

As a person with an interest in Albion Basin, you are undoubtedly well acquainted with its aesthetic and ecological values. Along with supplying spectacular displays of summer wildflowers, this hard working basin also provides 15 percent of the total surface culinary water supply to Salt Lake Valley. Because of its high watershed values there are a number of government and non-governmental entities that are interested in protecting the Basin. This protective effort involves acquiring all private lands and managing them for watershed values. The intent of this letter is to introduce you to the entities involved in this project and the role you can play in helping to protect this unique area.

Agents for Acquisition

The Friends of Alta¹ have joined with Salt Lake City, the U.S. Forest Service and the Mitigation Commission² to accomplish the vision of protecting Albion Basin from further development. With this team approach they have the ability to offer willing sellers a variety of options for land purchases and management.

Forest Service and Mitigation Commission - You have been contacted in the past by the Forest Service to sell your property. This option is again available with one significant difference. The Forest Service will be acquiring parcels from willing sellers with Mitigation Commission funds. Because the Mitigation Commission is using these acquisitions to off-set impacts to watershed values in other areas, the area acquired must be managed for watershed purposes. The Mitigation Commission and Forest Service have agreed that any parcels acquired with Commission funding will be managed exclusively for watershed purposes.

Salt Lake City - Salt Lake City has a keen interest in Albion Basin as a water supply source for Salt Lake City and County. Lands acquired by the City would be managed exclusively for watershed purposes.

¹ A non-profit organization that works to protect Alta's resources and environment.

² The Mitigation Commission is a federal agency, created by Congress in 1992, to carry out a compensation program to redress impacts to wildlife and watershed values caused by federal reclamation projects in Utah.

Friends of Alta - Lands acquired by the private non-profit Friends would be managed for watershed purposes. They would only be traded or sold to a public agency to be managed for watershed purposes. Residential or commercial use would not be allowed. Recreation use would be allowed that did not impact watershed values.

Other Considerations

Tax Advantages Lands donated to either the Friends or the Forest Service may be considered a charitable contribution and used to reduce taxes.

Public Acknowledgment of Contribution The Friends of Alta are working with the Forest Service to develop a Memorial Grove in Albion Basin. Those property owners who either sell or donate their land in Albion Basin will have their names listed on a plaque in the Memorial Grove as contributing to the preservation of the Basin.

Certificate of Appreciation Those selling or donating land will also receive a Certificate of Appreciation from the Friends of Alta identifying their contribution.

Your Role

Obviously without your, and other landowners, participation - this watershed team can not accomplish its vision. Hopefully, we can provide alternative acquisition avenues to suit your individual need. Please contact any one of our group for more information.

Jeff Niermeyer
Salt Lake City Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115
Phone: (801) 483-6785
Fax: (801) 483-6855

Mimi Levitt
Friends of Alta
Alta, Utah 84092
Phone: (801) 742-3500
Fax: (801) 742-3504

Doug Muir
Wasatch-Cache National Forest
8230 Federal Building
125 South State Street
Salt Lake City, Utah 84138
Phone: (801) 524-5104
Fax: (801) 524-3172

Sincerely,

Bernie Weingardt
Forest Supervisor
Wasatch-Cache National Forest

Mimi Levitt
President
Friends of Alta

LeRoy Hooten
Director
Salt Lake City Public Utilities

Michael Weland
Executive Director
Mitigation Commission

Bill Levitt
Mayor of Alta

LAW OFFICES
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PATRICK A. SHEA
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May 7, 2003

**MITIGATION COMMISSION
OFFICIAL FILE COPY**

CLASSIFICATION
PROJECT

MAY - 8 2003

Mr. Mark Holden
Projects Manager
Utah Reclamation Mitigation and Conservation Commission
120 West 500 South, Suite 315
Salt Lake City, Utah 84101-2328

CODE	INITIALS
MC 02	MC
MC 01	MC

Mr. Jeff Niermeyer
Salt Lake City Corporation
Public Utilities Department
1530 South West Temple
Salt Lake City, Utah 84115

Dear Mark and Jeff:

Included with this letter is a marked draft of the Agreement between the Utah Reclamation Mitigation and Conservation Commission, Salt Lake City and the Friends of Alta. I have made some minor changes to the draft, which I have left in handwritten form so they are easy to see. I don't think there will be any objections.

On Thursday of next week, May 15, I will forward to each of you a sample Special Warranty Deed and a Declaration of Conservation Easement. I would appreciate it if you would review these, and give me your comments.

Assuming the drafts are acceptable, I would propose either in a meeting or over the telephone we outline the steps to be taken to complete this transaction. I know Friends of Alta would appreciate an approximate time table.

Kim Young, from my office, will be calling to see what time works best for your schedules.

Sincerely,

Patrick A. Shea

PAS/ky
Enclosure
cc: Mimi Levitt

250/42-15

AGREEMENT

among the

UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION,

THE FRIENDS OF ALTA,

and

SALT LAKE CITY CORPORATION

for

Watershed Restoration and Protection in the Albion Basin, Utah

I. AUTHORITY

This Agreement (AGREEMENT) among the Utah Reclamation Mitigation and Conservation Commission (COMMISSION), the Friends of Alta (FRIENDS), and Salt Lake City Corporation (SALT LAKE CITY), individually or collectively referred to as the PARTY or PARTIES, is made and entered into pursuant to the Central Utah Project Completion Act (Titles II through VI of the Reclamation Projects Authorization and Adjustment Act of 1992 [Public Law 102-575]) and the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

The Central Utah Project Completion Act (CUPCA) provides for an orderly completion of the Central Utah Project (CUP), the largest participating project of the 1956 Colorado River Storage Project (CRSP), by authorizing an increase in the original appropriations ceiling for CUP. Titles III and IV specifically address fish, wildlife, and outdoor recreation mitigation and enhancement opportunities. Section 313(b) of CUPCA authorizes the activities described herein. Title III of CUPCA also established the COMMISSION to expend Federal mitigation and conservation funds appropriated under Titles II, III and IV.

II. BACKGROUND

Besides serving as important watershed, Alta, Utah, is also famous world-wide for its downhill skiing. Skier visits to Alta increased from 156,000 to 524,000 over a 25-year period from 1968 to 1992. There is a cost for this increasing use as the General Plan for the Town of Alta observed that "with the increasing demand for canyon use by both local and out-of-state residents, over-intensive development leading to irreparable damage to some of Utah's most valuable assets

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becomes a real possibility." The General Plan highlights Albion Basin, observing that the relatively small size of the basin, "coupled with the fact that the basin receives more total annual precipitation than other areas of the town and has considerable wetlands, makes protection of the watershed in this region a priority concern."

Congressional recognition of Albion Basin's watershed values is found in CUPCA. Section 313(b) of CUPCA authorized funds for land acquisition in Albion Basin "for the purposes of watershed restoration and protection." A central goal of CUP is to assist in providing an adequate water supply to the Wasatch Front. By protecting the quality and quantity of water supplied through Albion Basin wetlands, environmental resources of the area are protected and the need to develop new supplies of water is reduced, which together achieve goals of CUP.

In order to prevent development on important watershed properties in Albion Basin and comply with congressional direction, the Commission's Mitigation Plan has committed to support land acquisition efforts in Albion Basin.

III. PURPOSE AND OBJECTIVES

This AGREEMENT is to establish cooperation between the COMMISSION, SALT LAKE CITY and the FRIENDS, and to provide a funding mechanism for acquisition of watershed properties in the Albion Alps, Cecret Lake, and Albion Basin subdivisions and other land parcels in the Albion Basin area. This AGREEMENT obligates \$185,000 for the project.

IV. TERM OF AGREEMENT

2 This AGREEMENT shall be effective April 2, 2003 and shall remain in force and in effect until December 31, 2003, at which time the Scope-of-Work described herein shall be completed unless extended by mutual agreement.

V. SCOPE-OF-WORK - SPECIFIC OBLIGATIONS OF THE PARTIES

A. The COMMISSION will:

1. Reimburse SALT LAKE CITY up to a maximum of \$185,000.00 for services and expenses associated with acquiring identified lands in the Albion Basin for watershed protection and preservation. Reimbursement will not exceed a unit value of \$20,000.00 per acquired lot, which amount was determined by the government in 1999 to represent fair market value for the lots. No legal liability on the part of the COMMISSION for any payment may arise from performance under this AGREEMENT until funds are made available for performance.

2. Appoint a Project Officer to represent the COMMISSION in all matters regarding this AGREEMENT.
3. Provide project oversight, technical advice, and administration.
4. Participate in meetings or conference calls on an ongoing basis to review status and progress of the project.
5. Expediently review reports and requests for reimbursement submitted by SALT LAKE CITY, as required by Article VII. PAYMENT OF FUNDS.
6. Reimburse SALT LAKE CITY for all costs to complete the terms of the Scope-of-Work required in this AGREEMENT. No legal liability on the part of the COMMISSION for any payment may arise from performance under this AGREEMENT until funds are made available for performance.

B. SALT LAKE CITY will:

1. Assume the lead in Albion Basin land acquisitions, including purchasing watershed lands from the FRIENDS.
2. When the deeds are recorded and payment has been made, enforce the conservation easement restrictions applicable to the property. SALT LAKE CITY may erect signs on the property notifying the public of the conservation easement, and the general terms thereof.
3. Appoint a Project Officer to represent SALT LAKE CITY in carrying out its obligations under this AGREEMENT.
4. Develop an internal fiscal process that provides financial reports to the COMMISSION detailing expenditures on Form MCC100, MCC300. A narrative detailing accomplishments and proposed activities for the next quarter is also due at this time. See also Article VII. PAYMENT OF FUNDS.

*after consultation
with FOA*

C. The FRIENDS will:

1. Coordinate with SALT LAKE CITY regarding land acquisitions in Albion Basin.
2. Appoint a Project Officer to represent the FRIENDS in carrying out its

obligations under this AGREEMENT.

3. Reserve unto itself, or convey to itself, a conservation easement in any property conveyed to SALT LAKE CITY, as authorized under the Utah Land Conservation Easement Act, Title 57, Chapter 18, Utah Code Annotated, which conservation easement shall generally include the use restrictions set forth in Exhibit A attached hereto, and which shall otherwise be in form and substance satisfactory to FRIENDS and SALT LAKE CITY.

D. The PARTIES mutually agree to the following:

1. Ensure compliance with all requirements of the National Environmental Policy Act and all other applicable Federal environmental laws.
2. Purchased lands will be managed exclusively for watershed purposes. This specifically excludes any action which would negatively impact the quality or quantity of the watershed, including but not limited to, development or expansion of any developed recreation facilities or any residential, commercial, or industrial use.
3. SALT LAKE CITY and the FRIENDS accept the responsibility for completing all transactions with the landowners, including negotiations, recording deeds, and other documents.
4. SALT LAKE CITY and the FRIENDS assume all risks, liabilities, and consequences of performing additional work outside the specified Scope-of-Work without prior written approval from the Commission's Project Officer.
5. The COMMISSION reserves the right to review and approve solicitation documents and award packages prior to the award of any subcontract. All solicitations and subcontracts shall be in writing with a copy furnished to the COMMISSION. If any subcontracts are utilized, the terms of the following clause shall apply:

**UTILIZATION OF SMALL BUSINESS CONCERNS
AND SMALL DISADVANTAGED BUSINESS CONCERNS**

It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to

participate in performing grants and cooperative agreements awarded by any Federal agency. The PARTIES hereby agree to carry out this policy in the awarding of sub-agreements and contracts to the fullest extent consistent with efficient grant/cooperative agreement performance. The PARTIES further agree to cooperate on any studies or surveys as may be conducted by the United States.

Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the recipient's compliance with this clause.

As used in this AGREEMENT the term "small business concern" shall mean a small business as defined pursuant to the Small Business Act (15 U.S.C. 631 et seq.) and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

- a. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent~~um~~ of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- b. Whose management and daily business operations are controlled by one or more such individuals.

SALT LAKE CITY shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to the Small Business Act (15 U.S.C. 631 et seq.).

SALT LAKE CITY, acting in good faith, may rely on written representation by their sub-recipients or contractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

VI. PROJECT OFFICERS

For the COMMISSION:

Mr. Mark Holden

Projects Manager

Utah Reclamation Mitigation and Conservation Commission

120 West 500 South, Suite 315

Salt Lake City, UT 84101-2328
(801) 524-3146 FAX: (801) 524-3148

For the FRIENDS:

Mr. Pat Shea
Attorney for Friends of Alta *South*
201 South Main Street, Suite ~~Ste~~ 600
Salt Lake City, UT 84111
(801) 517-6802 FAX: (801) 596-6802

~~6855~~

For SALT LAKE CITY:

Mr. Jeff Niermeyer
Salt Lake City Corporation
Public Utilities Department
1530 South West Temple
Salt Lake City, UT 84115
(801) 483-6785 FAX: (801)483- ~~6~~ 855

VII. PAYMENT OF FUNDS

SALT LAKE CITY shall submit to the COMMISSION a completed reimbursement request at or near the end of each Federal fiscal quarter (First: October-December, Second: January-March, Third: April-June, Fourth: July-September). The reimbursement request shall be submitted with supporting documentation for actual expenditures incurred under this Agreement and *must* include the following forms:

1. Federal Request for Reimbursement Form (SF-270).
2. Mitigation Commission Reimbursement Form (MCC-100).
3. Narrative Report - A description of activities and accomplishments under each approved task. The narrative must also identify activities planned for the next quarter.
4. Property and Capital Equipment Inventory (MCC-300) - *To be prepared only if property or capital equipment is purchased.*
5. Financial Status Report Form (SF-269A) - *To be prepared only with a final request for reimbursement. See Below.*

SALT LAKE CITY shall retain all original receipts, invoices, vouchers, etc. substantiating all expenditures requested for reimbursement. These documents shall be made available to the COMMISSION upon request. All completed reimbursement requests shall be mailed to:

Utah Reclamation Mitigation & Conservation Commission
Attn: Financial Officer, Channa Vyfvinkel
102 West 500 South, Suite 315
Salt Lake City, UT 84101-2328

The COMMISSION'S Project Officer will provide a timely verification and approval of the reimbursement request.

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SALT LAKE CITY is required to submit, independently, a completed Standard Form 269A, Financial Status Report, along with the *final* request for reimbursement. Final payment will be withheld pending receipt of the completed SF-269A.

VIII. MODIFICATIONS

Modifications to this AGREEMENT may be proposed by any PARTY and shall become effective only upon being reduced to a written instrument executed by signature of all PARTIES.

The PARTIES, respectively, will assume all risks, liabilities, and consequences of performing additional work outside of their specified Scope-of-Work, unless prior written approval is secured from the COMMISSION'S Project Officer.

IX. TERMINATION

This AGREEMENT may be terminated prior to the completion date specified in Article IV by any PARTY/PARTIES upon thirty (30) days written notice to the others. Upon receipt of such written notice, the PARTY/PARTIES will provide an accounting of remaining funds and outstanding contractual obligations of funds and return such funds to the COMMISSION.

Upon termination pursuant to this Article, all materials produced under this AGREEMENT, whether complete or incomplete, shall be immediately provided by the PARTY/PARTIES to the COMMISSION.

The COMMISSION shall pay for all work which, in the exercise of due diligence, the PARTY/PARTIES is unable to cancel prior to the effective date of termination. Payments made under this AGREEMENT, including payments under this article, shall not exceed \$185,000.

X. RESOLVING DISAGREEMENTS

The PARTIES agree to work harmoniously to achieve the objectives of the project. When disagreements arise between/among the PARTIES, they must be resolved according to the procedures discussed below:

1. The PARTIES shall attempt first to resolve disagreements through informal discussion among the staff responsible for project implementation.
2. If the disagreement cannot be resolved through informal discussion, each shall document the nature of the disagreement and bring it to the attention of their respective Project Officers.

3. After reviewing the facts of the disagreement, the Project Officers will arrange a formal meeting. The PARTIES will collectively decide on any varied approaches, which might be used to resolve the disagreement. The PARTIES shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement.
4. Ultimately, if all other attempts at resolving the disagreement fail, a decision will be made by the COMMISSION, whose decision shall be final and conclusive, subject to the exercise by any party of its legal rights in any court of competent jurisdiction.

Any issue that arises after the signing of this AGREEMENT will be open for resolution in accordance with the above procedures, with the exception of continuation of the AGREEMENT (since any party may terminate the AGREEMENT with the specified notice), or other matters specifically addressed by the AGREEMENT itself.

XI. CONTINGENT ON APPROPRIATION

The liability of the COMMISSION, SALT LAKE CITY, and FRIENDS under this AGREEMENT is contingent upon appropriation and reservation of funds being made therefore.

XII. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

1. The following OMB Circulars are incorporated herein by reference and apply to State and Local Governments.

A-87, Cost Principles for State and Local Governments;
A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments; and,
A-128, Audit Requirements for State and Local Governments

XIII. DATA FILES

All data files developed in fulfillment of the terms of this AGREEMENT will be shared with the COMMISSION (this includes but is not limited to GIS coverages, databases [hard copy and electronic media], reports, inventories, drawings, maps, etc.). Prior to final payment being made, the COMMISSION'S Project Officer shall be contacted to determine the disposition of data.

XIV. REPRESENTATION REGARDING ETHICAL STANDARDS FOR SALT LAKE CITY OFFICERS AND EMPLOYEES AND FORMER SALT LAKE CITY OFFICERS

AND EMPLOYEES

The COMMISSION and FRIENDS each represent that they have not: (1) provided an illegal gift or payoff to a SALT LAKE CITY officer or employee or former SALT LAKE CITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in SALT LAKE CITY'S conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promise that it will not knowingly influence, a SALT LAKE CITY officer or employee or former SALT LAKE CITY officer or employee to breach any of the ethical standards set forth in SALT LAKE CITY'S conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

XV. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Act, and in connection with this AGREEMENT, the parties agree as follows:

(a) This AGREEMENT shall be approved by the legislative body of SALT LAKE CITY and the COMMISSION, pursuant to Sections 11-13-202 and 11-13-202.5 of the Act;

(b) The effective date of this AGREEMENT is set forth in Section IV above, in satisfaction of Section 11-13-202.5(2)(a) of the Act;

(c) The respective legislative bodies of both SALT LAKE CITY and the COMMISSION have submitted, or caused to be submitted, a copy of this AGREEMENT to the attorney authorized to represent SALT LAKE CITY and the COMMISSION, respectively, for review as to proper form and compliance with applicable law;

(d) A duly executed original counterpart of this AGREEMENT shall be filed with the keeper of records SALT LAKE CITY and the COMMISSION, pursuant to Section 11-13-209 of the Act;

(e) The Mayor of SALT LAKE CITY, the Executive Director of the COMMISSION, and the Director of FRIENDS shall be jointly responsible for administering this AGREEMENT, pursuant to Section 11-13-207(1) of the Act;

(f) The term of this AGREEMENT does not exceed 50 years, satisfaction of the requirements of Section 11-13-216 of the Act;

(g) The parties do not anticipate that, except as otherwise provided herein, any real or personal property shall be acquired by either party under this AGREEMENT. In the event any real

or personal property is acquired by either party, or by the parties jointly, pursuant to this AGREEMENT, such property shall be acquired and held, and disposed of by such party upon termination of this AGREEMENT as agreed between the parties or as otherwise required by applicable local, state and federal law.

IN WITNESS WHEREOF, each party hereto has caused this AGREEMENT to be executed by an authorized official on the day and year set forth opposite their signature below.

UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

By: _____
Jody L. Williams, Commission Chair

Date: _____

THE FRIENDS OF ALTA

By: _____
Mimi Levitt

Date: _____

SALT LAKE CITY CORPORATION

By: _____

Date: _____

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

EXHIBIT A

The following activities and uses shall be prohibited, pursuant to a conservation easement reserved by FRIENDS, on, over, under or in connection with any property acquired by SALT LAKE CITY under this AGREEMENT:

- A. Development or pre-sale, division, subdivision or *de facto* subdivision of the property for any type of human occupation or commercial, industrial or residential use;
- B. Construction of buildings, residences, mobile homes, or other structures, fences (other than livestock control fences), or any other improvements for use for human occupation, constructed or placed in, on, under, or upon the property;
- C. Any act or use that would impair the quality of the watershed, scenic tranquility, ecological integrity, and generally, open character of the property;
- D. Quarrying, mining, excavation, depositing or removing of rocks, gravel, minerals, sand, or other similar materials from the property;
- E. The drilling of water wells, the construction, operation and maintenance of water diversion, collection and distribution facilities, or other conduct in violation of SALT LAKE CITY'S Watershed Protection ordinance 17.04.101 *et seq.* Salt Lake City Code, or its successor;
- F. Predatory animal control operations, including trapping;
- G. Residential, or industrial uses of the property;
- H. Commercial uses of the property;
- I. Motorized vehicular access or use of the property, except for wild land fire suppression and other emergency needs;
- J. The construction upon or over the property of any aerial tramway or other means of conveyance of the public for transportation for recreation or other uses, or the construction of downhill or alpine skiing facilities;
- K. Constructing or placing of any building mobile home, transmission or receiving tower, (excluding any snow survey and/or avalanche control facilities), energy facility, or other temporary or permanent structure or facility on or above the property;

L. The installation of underground storage tanks or the placing, filling, storing, or dumping on the property of soil, refuse, trash, vehicle bodies, rubbish, debris, junk, waste, radioactive or hazardous waste;

M. Uses of the property that would alter the topography of the Property;

N. Uses of the property that would be detrimental to water quality or that would permanently alter the normal ground water level;

O. The creation of roads, except temporary roads that may need to be constructed for wild land fire suppression or other rescue activities, which temporary roads shall be reclaimed upon the cessation of use;

P. No utility rights-of-way shall be located within the property, or granted through easement after the date of this instrument; and

Q. Any unanticipated use or activity on or at the property, unless such use or activity is manifestly consistent with, or necessary to achieve, the stated conservation purposes, in which case such use or activity shall be subject to the prior approval of FRIENDS, which approval shall not be unreasonably withheld.

COPY

From: Mark Holden
To: jeff.niermeyer@ci.slc.ut.us
Date: 4/30/03 10:29AM
Subject: Albion Basin Agreement

Jeff,

Sorry we haven't been able to connect on the telephone since I've been back from my vacation. I received your comments and revisions to the agreement, and have incorporated them. Thanks.

My next step is to make sure that Friends of Alta are OK with this version, and then have our solicitor re-review and approve the agreement, get it re-signed by our Commission chair, and send on to you and Pat Shea for signatures. Let me know if you have a concern about that proposed plan of action or have a better suggestion.

You had also asked me about the payment process; if I remember correctly, someone had asked you whether the funds were available for reimbursing SLC, if SLC expended their own funds first, which is how the agreement is set up. Yes, the funds are already appropriated by Congress; in fact they have been for several years, and we were unable to expend them under our prior agreement with the U.S. Forest Service. So with this new agreement, we would obligate the \$185,000 and set those funds aside for this project only. There is in fact no other purpose for which we are authorized to expend those funds, so there is no danger of having those funds go to some other purpose in the meantime, and they would be available for reimbursement. We set the agreement up to have reimbursement requests submitted by SLC quarterly, but if you wish we can have you submit them monthly, or on essentially whatever time frame you prefer. We hope to make all reimbursements to SLC by the end of this federal fiscal year (September 30), but by the end of the calendar year for certain.

Let me know if you have any other questions or suggestions at this point. Thanks again for your cooperation and support.

Mark

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February 13, 1996

Note

 JRJ

To: Ron Johnston
From: Ralph Swanson
Subject: Albion Basin Land Acquisition 4-WS-94-00315

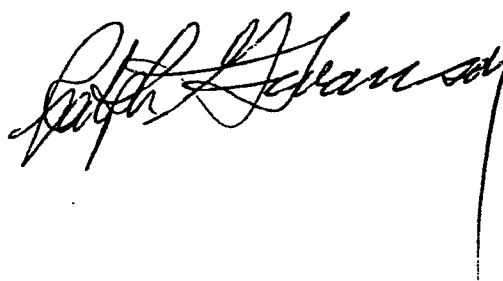
Doug Muir, Forest Service Realty Officer called to inform me they are about to close on four Albion Basin properties. These would be the first purchases under this Coop. Ag. Doug asked about title and I said "URMCC for the United States," unless the Commission wants Forest Service to take the land directly. I advised he call Mark Holden to confirm. It would save money to put the land directly into Forest Service rather than do another title transfer from URMCC to FS later.

Out of 30+ owners receiving offers, owners of 15 lots have responded so far--these four plus Alta Ski Resort, owner of 11 parcels. Remaining owners have one year to respond to the FS offer. Doug said he may recind the offers sooner if he spends all the \$219K or URMCC gives him different instructions, such as "no Albion Basin in the MCP."

Doug said Alta is considering donating their 11 parcels to the Commission for the tax deduction.

If Forest Service can close on the four, at \$20K each, that would cost \$80K plus realty costs, out of \$219K in the Agreement. Buying all 15 would exceed available money unless the Commission agrees to augment funding.

Doug said a number of owners have been stimulated by the FS offer to initiate a lawsuit against SLC to force the city to deliver drinking water to the lots. SLC has refused in the past to provide water because they do not want those lots in the drinking watershed of SLC to be developed. Doug said he thinks the lawsuit is losing steam and may be abandoned. Then he expects to hear from many more lot owners.



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United States Department of the Interior

BUREAU OF RECLAMATION

Upper Colorado Regional Office
125 South State Street, Room 6107
Salt Lake City, Utah 84138-1102

COPY

IN REPLY REFER TO:

UC-535
PER 17.10

JUN 25 1998

MITIGATION COMMISSION
OFFICIAL FILE COPY

JUN 28 1998

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MCC3	MS
CLASSIFICATION	
PROJECT	

Joan Digiorgio
Utah Reclamation Mitigation and Conservation Commission
102 West 500 South #315
Salt Lake City, Utah 84101

Dear Ms. Digiorgio:

I have reviewed the information submitted regarding the request by the Town of Alta to appoint you to serve on its Planning Commission. Based on the memorandum from your supervisor, Mr. Michael Weland, and the additional information you provided, I do not see a problem with your appointment to the Town of Alta Planning Commission under the circumstances outlined since your formal (Mitigation Commission) relationship is with the Forest Service and not with the Town of Alta.

In the subject memo, it states that technically, the Planning Commission could be involved in a rezoning of the subject lands, although that is highly unlikely. In the event of rezoning, you confirmed that you would recuse yourself and, as there are 7 Planning Commission members, that would not be a problem for the Town, which would then avoid any conflict of interest, or appearance of. However, you should keep the following statutes in mind and ensure that you are in compliance:

18 U.S.C.203(a), prohibits an employee from seeking, accepting, or agreeing to receive or accept compensation for any representational services, rendered personally or by another, in relation to any particular matter in which the United States is a party or has a direct and substantial interest, before any department, agency, or other specified entity.

18 U.S.C.205, prohibits an employee from representing anyone other than yourself or a family member before a court or government agency in a particular matter in which the United States is a party or has an interest.

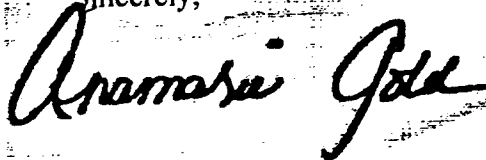
18 U.S.C. 208, prohibits you from personally and substantially participating, in your official capacity, in any "particular matter" in which you have a direct or indirect financial interest.

In addition, you should ensure you are not using non-public information that has been gathered or is utilized by the Mitigation Commission, you should not use your government title on any products generated under this contract, and you should not perform any work for the Town of Alta Planning Commission on government time or use any government resources, equipment, etc.

41 Q/42 JS

If you have further questions, you may contact me at (801) 524-3656.

Sincerely,

A handwritten signature in cursive script that reads "Anamarie Gold". The signature is written in dark ink and is positioned above the printed name and title.

Anamarie Gold
Assistant Ethics Counselor

cc: Mike Weland, Executive Director,
Utah Reclamation Mitigation and Conservation Commission

422/42 JB